



*Minutes
Loxahatchee Groves
Finance Advisory & Audit Committee Meeting
August 21, 2009
Location: Loxahatchee Groves Water Control District*

Members Present:

Elise Ryan (*Chair*)
Lung Chiu (*Vice Chair*)
Nancy Handweg (*Committee Member*)

Members Absent:

Marge Herzog (*Committee Member*)
Cindy Corum (*Committee Member*)

Others Attending:

Councilman Ryan Liang (*Liaison*)
Matthew Lippman, Town Clerk
Members of the Public

Town Clerk called the meeting to order at 5:09 p.m.

1. Opening: Town Clerk Matthew Lippman called the meeting to order at 5:09 p.m.
2. Roll Call was taken and Committee Member Herzog and Corum were not present.
3. At this the Committee reviewed and red-lined the Town Management contract between the Town of Loxahatchee Groves and Frank R. Spence, Inc. This document was then submitted to the Town Council for approval:

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into as of the ____ day of _____, 2009, by and between the **TOWN OF LOXAHATCHEE GROVES**, a Florida municipal corporation organized and operating pursuant to the laws of the State of Florida, with a business address of 14579 Southern Boulevard, Suite 2, Loxahatchee Groves, Florida 33470 ("Town") and **FRANK R. SPENCE, INC.** a Florida corporation with a business address of 4530 Portofino Way, Suite 203, West Palm Beach, Florida 33409 ("SPENCE").

WITNESSETH:

WHEREAS, SPENCE was organized to provide professional management and other specialized services to the Town and, for those purposes, the Town has retained SPENCE to provide those services to the Town; and

WHEREAS, SPENCE desires to be retained by the Town for the purpose of providing Town Manager services to the Town, subject to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Incorporation. The foregoing recitals are true and correct and are hereby incorporated herein by this reference.

2. Retention of SPENCE.

(a) Subject to the terms and conditions of this Agreement, the Town hereby retains SPENCE to provide the Services (hereinafter defined) commencing on October 56, 2009 (the "Commencement Date") and SPENCE hereby agrees to provide the Services to the Town. For purposes hereof, the "Services" shall mean the exercise and discharge of all of the powers, authority, duties and responsibilities of the Town Manager of the Town as such powers, authority, duties and responsibilities are set forth in the Town Charter of the Town (the "Town Charter"), including those services included in the Scope of Work which is attached hereto as **Exhibit "A,"** and Request for Proposal 2009-003 which is attached hereto as **Exhibit "B,"** both of which are incorporated herein by reference.

(b) The Services include providing a Town Manager and Town Clerk based upon a forty (40) hour week, a deputy clerk for approximately twenty (20) hours per week, and a financial services required by the Town as provided in the Scope of Work attached hereto as **Exhibit "A,"** and Request for Proposal 2009-003 which is attached hereto as **Exhibit "B."**

(b) Beginning on the Commencement Date and continuing during the Term (hereinafter defined), SPENCE shall perform the Services in compliance with all applicable

federal, state and local laws associated with the position of Town Manager of a Florida municipality.

(c) The Town agrees that, to the fullest extent permissible under the law, in performing the Services, SPENCE shall be entitled to all the rights, privileges and immunities afforded to individuals serving in the capacity of Town Manager of a Florida municipality pursuant to the United States Constitution, the Florida Constitution and all Federal, state and local laws and regulations.

(d) In connection with the retention of SPENCE as described in this Agreement, it is the express intent of the Town to have the individuals named in SPENCE'S response to the RFP serve in the capacities identified. SPENCE recognizes and understands that the TOWN is relying on the use of these individuals when contracting with SPENCE, and SPENCE shall advise the Town Council in writing of any changes to the assigned personnel, and the Town Council shall have the right to approve any replacements, with approval not unreasonably withheld; provided, however, that the position of Town Manager cannot be changed without the advance approval of the Town Council, which may approve or reject same for any or no reason.

3. Fee and Expenses.

(a) In return for the Services, SPENCE shall be entitled to receive from the Town a monthly fee of Sixteen Thousand Six Hundred and Sixty Six and 67/100 Dollars (\$16,666.67) for the period commencing on the Commencement Date, (the "Base Fee"), which Base Fee shall be automatically adjusted on October 1, 2010, and on each October 1 thereafter during the Term in an amount equal to the percentage change in the Consumer Price Index - All Urban Consumers for the South Urban Region for the corresponding period. The Base Fee, as increased in accordance with the foregoing, is referred to herein as the "Fee." The Fee shall be payable to SPENCE on a monthly basis throughout the Term (subject to "CPI" adjustments). Payments begin the first of each month beginning November 1, 2009; provided that for October, 2009, the fee shall be pro-rated on a daily basis in the event SPENCE cannot commence services under this Agreement on October 1, 2009. The monthly fee shall be payable on the 1st of each month following the month worked for the term of the Agreement. Each month during the Term, SPENCE shall submit an invoice for the Fee then payable by the Town. The terms of the Florida Prompt Payment Act, Florida Statute Sections 218.70-.80, are hereby incorporated herein by this reference and the Town agrees to make payment in accordance with same.

~~(b) In addition to the Fee, SPENCE shall be entitled to receive a fee for its performance of Supplemental Services (each a "Supplemental Fee"), which Supplemental Fees shall be in the amounts, and payable at the time or times, specified in a Supplemental Agreement, approved in advance by the Town Council. Supplemental Services are those services not included in Exhibit A or B and which the parties agree that an additional fee is warranted due to complexity of the services or the amount of hours expected to be expended to perform the services.~~

(c) Commencing on the Commencement Date and throughout the Term hereof, the Town shall make available to SPENCE, at no charge, offices, facilities, equipment and supplies as appropriate to enable SPENCE to perform the Services and Supplemental Services as Town Manager. SPENCE agrees that such offices, facilities, equipment and supplies shall be used solely for the Services and Supplemental Services, and shall not be used for any other services or purposes of SPENCE.

4. Term; Termination. The initial term of this Agreement (the "Initial Term") shall commence on the Commencement Date hereof and shall continue up to and including September 30, 2010, subject to the right of the parties to mutually agree, in writing, to extend the Initial Term for additional one year terms (the "Renewal Term") in each case subject to the right of earlier termination as hereafter provided. The Initial Term, together with any Renewal Term, is referred to herein as the "Term." The Town may terminate the Term of this Agreement at any time, without regard to any breach hereof by SPENCE and without any liability or obligation to SPENCE, only upon sixty (60) days prior written notice. SPENCE may terminate the Term of this Agreement at any time, without regard to any breach hereof by the Town and without any liability or obligation to the Town, upon one hundred twenty (120) days prior written notice to the Mayor of the Town and the Town Council. The rights and obligations of the Town and SPENCE that arise prior to expiration of the Term, including the Town's obligation to pay to SPENCE any earned and unpaid portion of the Fee and Supplemental Fee, shall survive any termination or expiration of the Term of this Agreement.

5. Representations, Warranties and Covenants of SPENCE and the Town.

(a) SPENCE hereby represents and warrants that (i) it is a Florida corporation, duly organized, existing and in good standing under the laws of the State of Florida; (ii) it has the legal power and authority to enter into this Agreement and that the execution, delivery and performance of this Agreement has been duly authorized by SPENCE; (iii) it has the professional expertise, experience and personnel to enable it to perform the Services and Supplemental Services, if any; and (iv) it possesses any and all licenses or certifications required to perform the Services and Supplemental Services, if any, that such licenses or certifications are current and that SPENCE is and shall be in good standing with respect to such requirements throughout the Term of this Agreement.

(b) SPENCE shall not commence performance hereunder until all insurance required under Sections 5(c) hereof and such insurance has been confirmed by the Town, nor shall SPENCE allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and approved.

(i) Certificates of Insurance reflecting evidence of the required insurance shall be filed with the Town's Attorney prior to the Commencement Date. These Certificates shall contain a provision that coverages afforded under these policies will not be cancelled until at least forty-five days (45) prior written notice has been given to the Town. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. Financial Ratings must be not less than "A-VI" in the latest edition of "Best Key Rating Guide",

published by A.M. Best Guide. The cost to obtain the certificate of insurance shall be an obligation of the Town.

(ii) Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, SPENCE shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. SPENCE shall not commence nor continue to provide any Services or Supplemental Services pursuant to this Agreement unless all required insurance remains in full force and effect. SPENCE shall be liable to Town for any lapses in service resulting from a gap in insurance coverage.

(c) Pursuant to Section 5(b) hereof, during the Term SPENCE shall obtain and maintain the following minimum insurance:

~~(i) Comprehensive General Liability insurance to cover liability~~
~~bodily injury and property damage. Exposures to be covered are premises, operations,~~
~~products/completed operations, and certain contracts. Coverage must be written on an~~
~~occurrence basis, with the following limits of liability:~~

A. Bodily Injury		
1.	Each Occurrence	\$1,000,000
2.	Annual Aggregate	1,000,000

B. Property Damage (to include Coverage for the following hazards: X explosion, C Collapse, U underground)		
1.	Each Occurrence	1,000,000
2.	Annual Aggregate	1,000,000

C. Personal Injury		
1.	Annual Aggregate	1,000,000

~~D. Completed Operations and Products Liability shall be~~
~~maintained for two (2) years after the final payment of the~~
~~Fee.~~

~~(ii) Errors & Omissions Coverage for Directors and Officers with a~~
~~\$1,000,000/200,000 limit.~~

(iii) Worker's Compensation Insurance for all SPENCE employees,
with the following limits:

A.	Worker's Compensation Statutory Limits	
B.	Employer's Liability	\$100,000 each accident
		\$500,000 Disease-policy limit
		\$100,000 Disease-each employee

If SPENCE is or claims to be exempt from all or a portion of this requirement of Section 5(c)(iii), SPENCE shall provide Town proof of such exemption along with a written request on SPENCE letterhead for Town to exempt SPENCE, which exemption shall not be unreasonably withheld.

(iii) Comprehensive Auto Liability coverage which shall include owned, hired and non-owned vehicles, with the following limits:

A. Bodily Injury

1. ——— Each Occurrence

\$100,000,000,000

2. ——— Annual Aggregate

\$300,0001,000,000

B. Property Damage

1. ——— Each Occurrence

\$100,000,000,000

2. ——— Annual Aggregate

\$300,0001,000,000

(iv) SPENCE is required to post a Dishonesty Bond or its equivalent, as shall be determined to be necessary by the Town, in an amount equal to \$50,000.00 with a deductible of \$5,000.00.

(d) SPENCE shall name the Town as an additional insured on each of the policies required herein, and provide a certificate of insurance to the Town evidencing such coverages.

(e) The Town hereby represents and warrants that (i) it is duly organized and validly existing as a municipal corporation of the State of Florida; (ii) it has the legal power and authority to enter into this Agreement; and (iii) the execution, delivery and performance of this Agreement has been duly authorized by the Town Council.

(f) All required insurance shall be an expense of the Town with the exception of Section (e) (iii) and (iv). SPENCE.

6. Indemnification.

(a) SPENCE hereby indemnifies and holds harmless the Town, its elected and appointed officers, agents and employees from and against any and all claims, demands or causes of action of whatsoever kind or nature, and any losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees sustained by the Town, its elected and appointed officers, agents and employees arising out of or resulting from the grossly negligent acts, or willful or fraudulent conduct of SPENCE or other SPENCE Personnel performing the Services and/or Supplemental Services or otherwise arising from this Agreement.

(b) Each party acknowledges the receipt of Ten Dollars (\$10.00) and other good and valuable consideration as the specific consideration for the indemnities provided by each party herein.

(c) The provisions of this Section shall survive the termination or expiration of the Term of this Agreement.

7. Miscellaneous.

(a) *Notices.* Any and all notices permitted or required to be made under this Agreement shall be in writing, signed by the party giving such notice and shall be delivered personally, telecopied, telexed, or sent by certified mail or overnight mail via nationally recognized courier service (such as Federal Express), to the other party at the address set forth below, or at such other address as may be supplied in writing and of which receipt has been acknowledged in writing. The date of personal delivery, telecopy or telex or two (2) business days after the date of mailing (or the next business day after delivery to such courier service), as the case may be, shall be the date of such notice. For the purposes of this Agreement the address of the Town and SPENCE shall be as follows:

To SPENCE: Frank R. Spence, Inc.
c/o Frank R. Spence, President
4530 Portofino Way, Suite 203
West Palm Beach, FL 33409
Telephone No. (561) 635-1194
Facsimile No. (561) 640-4908

To Town: David Browning, Mayor
14579 Southern Boulevard, Suite 2
Loxahatchee Groves, FL 33470
Telephone No. (561) 793-2418
Facsimile No. (561) 793-2420

With copy to: Office of the Town Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (561) 276-9400
Facsimile No. (954) 771-4923

or to such other address or such other person as any party shall designate, in writing, to the other for such purposes and in the manner hereinabove set forth.

(b) *Entire Agreement.* This Agreement sets forth all the promises, covenants, agreements, conditions and understandings between the parties hereto, and supersedes all prior

and contemporaneous agreements, understandings, inducements or conditions, expressed or implied, oral or written, except as herein contained.

(c) *Amendment.* The parties hereby irrevocably agree that no attempted amendment, modification, termination, discharge or change (collectively, "Amendment") of this Agreement shall be valid and effective, unless the Town and SPENCE shall agree in writing to such Amendment.

(d) *No Waiver.* No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

(e) *Headings.* The headings set forth in this Agreement are for convenience only and shall not be considered as part of this Agreement in any respect nor shall they in any way affect the substance of any provisions contained in this Agreement.

(f) *Governing Law.* This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida, and any proceeding arising between the parties in any manner pertaining or related to this Agreement shall, to the extent permitted by law, be held in Palm Beach County, Florida.

(g) *Relationship of Parties.* This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that SPENCE is an independent contractor under this Agreement and not the Town's employee for any and all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. SPENCE shall retain sole and absolute discretion in the judgment of the manner and means of carrying out its activities and responsibilities hereunder. SPENCE agrees that it is a separate and independent enterprise from the Town, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between SPENCE or other SPENCE personnel and the Town, and the Town will not be liable for any obligation incurred by SPENCE or other SPENCE personnel, including but not limited to unpaid minimum wages and/or overtime premiums.

(h) *Extent of Agreement.* This Agreement represents the entire and integrated agreement between the Town and SPENCE and supersedes all prior negotiations, representations or agreements, either written or oral.

(i) *Legal Representation.* It is acknowledged that each party to this Agreement had the opportunity to be represented by legal counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

(j) *Amendment.* It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

(k) *No Contingent Fees.* SPENCE warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for SPENCE to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the Town shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

(l) *Assignment.* This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by SPENCE without the prior written consent of the Town.

(m) *Records.* Both Parties shall keep, maintain and preserve books and records for the required retention periods, as provided by Ch. 119, F.S., as amended from time to time.

(n) *Exhibits.* Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

(o) *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same instrument.

(p) *Provisions Severable.* This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations of the jurisdictions in which the parties do business. If any provision of this Agreement, or the application thereof to any person, entity or circumstance shall, for any reason or to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons, entities or circumstances shall not be affected thereby, but rather shall remain in full force and effect, and be construed and enforced to the greatest extent permitted by law as if such invalid or unenforceable provision(s) were omitted.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

By: _____
David Browning, Mayor

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

**FRANK R. SPENCE,
INC. a Florida corporation**

By: _____
Name: Frank R. Spence
Title: President

ATTEST:

Print Name: _____
Title: _____

(CORPORATE SEAL)

STATE OF FLORIDA)
) ss:
COUNTY OF PALM BEACH COUNTY)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Frank R. Spence as President of Frank R. Spence, Inc., and acknowledged execution of the foregoing Agreement as the duly authorized official of Frank R. Spence, Inc., to execute same, for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 2009.

NOTARY PUBLIC

My Commission Expires: _____

MDC

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EXHIBIT "A"
Scope of Work
Ongoing and One time Tasks

TOWN MANAGER:

Town Charter Description of Duties for Town Manager:

- 1) As the chief administrative officer, the Town Manager shall:
 - a. Direct and supervise the administration of all departments, offices, and agencies of the town, except the office of town attorney, and except as otherwise provided by this charter or by law. **Insure that the duties and responsibilities of other staff members are followed and would be faithfully discharged**
 - b. Appoint, suspend, or remove any employee of the town or appointive administrative officer provided for, by, or under this charter, except the office of town attorney, and except as may otherwise be provided by law, this charter, or personnel rules adopted pursuant to the charter. The Town Manager may authorize any administrative officer who is subject to his or her direction and supervision to exercise these powers with respect to subordinates in that officer's department, office, or agency.
 - c. Insure that all laws, provisions of this charter, Town's Strategic Vision and Planning document and acts of the council are faithfully executed.
 - d. Prepare and submit the annual budget and capital program to the council in the form prescribed by ordinance.
 - e. Attend meetings of the town council.
 - f. Draw and sign vouchers upon depositories as provided by ordinance and keep, or cause to be kept, a true and accurate account of same.
 - g. Sign all licenses issued by the town, issue receipts for all moneys paid *Town of Loxahatchee Groves Management Team Duties and Responsibilities to the Town, and deposit such moneys in the proper depositories on the first banking day after receipt.*
 - h. Provide administrative **and financial policies and** services in support of the official duties of the mayor and the council.
 - i. Keep the council advised as to the financial condition and future needs of the town and make recommendations to the council concerning the affairs of the town.
 - j. Sign contracts on behalf of the town to the extent authorized by ordinance.
 - k. Perform such other duties as are specified in this charter or as may be required by the council.
 - l. **Provide administrative and staff support to all advisory committees appointed by the Town Council.**
 - m. Submit to the council, and make available to the public, the **Town Management report** on finances and administrative activities of the town as of the end of each fiscal year **and provides an interim semi-annual update.. This Town Management Report will be part of the annual evaluation process by the Town Council.**

Town Manager Operational Responsibilities:

1) Meetings and Communication

- a. Prepares all regular, special, intergovernmental coordination and workshop meeting agendas with the Town Attorney.
- b. Coordinates all special meetings and workshops (location, preparation and legal advertising)
- c. Prepares letters and background information for resolutions to be presented to the Town Council

2) Contract Manager

- a. Manages all independent contractors on specific projects and on-going contractual agreements on behalf of the Town. Ensures proper compliance with the contract's terms and conditions.
- b. Serves as Contract Administrator on behalf of the Town for the Solid Waste Services Agreement between the Town and Waste Pro. Also, serves as the liaison between the residents and Waste Pro to assist and help resolve customer complaints.
- c. Serves as direct liaison between the Town and Palm Beach Sherriff's Office. Responsible for additional enforcement for speed enforcement and other matters directed by the Town Council. Will provide periodic reports to the Town Council.
- d. Will ensure adherence to contractual obligations and report to the Town Council when the contract is not being filled. Corrective measures will be recommended and enforced.
- e. Will make recommendations on any needed amendments to contracts should the contractual relationship change or the needs of the Town change.
- f. Manages and oversees grant applications on behalf of the Town - including application preparation and follow-up and, in the case of grants obtained, the maintenance of the records and providing any required reports to grant providers and auditors.
- g. Coordinates with the Town Council, Town Attorney and Town Finance and Audit Advisory Committee to develop Request for Proposals to obtain contract services and capital improvements as a part of the Town's operations. Based on the best evaluated cost effective responses to RFP's and as approved and directed by the Town Council, the Town Manager will negotiate contract terms and conditions in the Town's best interest. The Town Manager will also review draft agreements with the Town's Finance and Audit Advisory Committee and Town Attorney as a part of preparing the final contract recommendations to the Town Council.

3) Planning, Zoning, Building Matters

- a. Liaison with Palm Beach County (currently the Town has an ILA with PBC Planning & Zoning to handle these matters on behalf of the Town)
- b. Manages and oversees the Town's Planning Consultant (Land Research Management)

- c. Manages and oversees other planning firms that are engaged in projects for the Town.
- d. By the end of 2009, the Town Council will be retaining the services of a planning firm to handle all these matters on behalf of the Town. The Town Manager will manage and oversee the firm that is retained to handle all Planning, Zoning, Building and Environmental Regulation matters on behalf of the Town.
- 4) Emergency Management (coordination during an emergency/disaster)
 - a. Serves as the manager of the Town's Emergency Operations Center and performs all duties as outlined in the Town's Emergency Operations Procedure Manual.
 - b. Liaison with the Loxahatchee Groves CERT.
 - c. Liaison with the LGWCD (Town's EOC)
 - d. Serves as Manager for the Town's Point of Dispensing (POD) should the Strategic National Stockpile activate to protect public health for Palm Beach County.
 - e. Liaison with PBC EOC (attends Emergency Management Meetings)
 - f. Manages and oversees Ashbritt (Disaster Debris Removal Firm)
 - g. Manages and oversees Calvin, Giordano & Associates (Disaster Debris Removal Contract Monitoring)
 - h. Liaison with Palm Beach County Solid Waste Authority
- 5) Code Enforcement
 - a. Manages the Town's Code Enforcement Officer
 - b. Coordinates and prepares all necessary material, case files, and agendas for Code Enforcement Special Magistrate. Executes all Special Magistrate Orders.
 - c. Coordinates with PBC Code Enforcement (as long as the Town is being governed by the PBC ULDC)
 - d. Liaison and consults with PBC Zoning (Ron Wong & Alan Seaman)
- 6) U.S. Census (2010): Serves as liaison with U.S. Census Bureau for the 2010 U.S. Census Count
- 7) Financial
 - a. Annual Budget
 - i. **Present the draft Budget to the Financial Advisory and Audit Committee and obtain its input before recommending to the Town Council.**
 - ii. Research, prepare and present annual budget for approval
 - iii. Meet with Town Council members and Town Attorney to finalize budget.
 - iv. Schedule and legally advertise budget hearings (coordinate with PBC Property Appraiser's Office; Dino Maniotis)
 - v. Non-Ad Valorem Assessment Preparation:
 - 1. Update NAV database
 - 2. Transmit to PBC Tax Collector's Office
 - b. Annually review and update database and other information for:
 - i. State of Florida 1/2 cent sales tax
 - ii. State of Florida Local Option Gas Taxes (5 cent and 6 cent)
 - iii. State of Florida Communications Service Tax
 - iv. State of Florida Revenue Sharing
 - v. Palm Beach County Water Utilities Department Franchise Fee
 - vi. FPL Public Utility Tax and Franchise Fee

- c. Procurement:
 - i. Purchasing Agent for Town (following procurement procedures)
 - ii. **Develop and implement a procurement procedures manual**
- d. Oversees and manages as necessary the Financial Manager's daily, monthly and yearly activities
- e. Coordinates financial activities with the Town's Finance Advisory and Audit Committee as directed by the Town Council. **Provides administrative support to the Town's Finance Advisory and Audit Committee in the selection and recommendations for an external auditor.**
- 8) Town Clerk: Manages Town Clerk's daily, monthly and yearly activities
- 9) Communication with residents and landowners:
 - a. Maintains all design and content and keeps current the Town's official website.
 - b. Creates, edits and produces monthly newsletters and all flyers for special meetings, workshops and events.
- 10) Technology:
 - a. Maintains and keeps current all software.
 - b. Maintains and keeps current all computer hardware
 - c. Maintains an official on-site and off-site backup of all information stored on the Town's computer.
- 11) Performance Criteria and Evaluation: As a part of the employment contract, a performance criteria and evaluation process will be established and managed by the Town Council. **As stated previously, the Annual Town Management Report will be considered as a part of this annual review by the Town Council. This shall be administered at the annual anniversary of the Town Manager's contract.**

Summary of Primary Weekly Town Manager Operational Tasks:

Town Council and Committee Meetings: Designate someone to take minutes and perform the duties of Town Clerk during the actual meetings (*roll call and direction on agenda items*). These minutes need to be transcribed and formatted to the Town Council within 2 weeks. The corrections need to be followed up as well. Once the documents are approved, they need to be certified, scanned to be put on the website then filed in the appropriate location.

Agenda Packets: Designate someone to coordinate all backup material and research in order to construct the agenda packets. The agenda memos need to be written for each item with specific information so that the Town Council can be armed with the tools to make informed decisions. These packets need to be produced and assembled for distribution on the Thursday before each meeting.

Establish Approve, and Post Agendas: This needs to be finalized 1 week before each meeting. Once finalized, the agenda needs to be posted on the web, posted at the Town Office, and sent to the media, Town Council and Town Attorney.

Legal Notices: All legal notices need to be drafted, posted, and advertised in a timely fashion in accordance with the Town's charter and Florida State Statutes for all meetings, hearings and ordinances.

Coordination with Town Attorney's Office: Coordinate matters with the Town Attorney's Office on an as needed basis.

Monthly Task Plan: After each Town Council meeting, a task plan needs to be created by using the bullet points created from the Town recordings. This task list is then divided up between the Town Manager and Town Attorney. This list needs to be managed throughout the month so that all of the tasks are completed in time for the next meeting's agenda packet to be produced. (*The list is created and distributed within 24 hours of the completion of the Town Council meeting*)

TOWN CLERK:

TOWN CLERK (as detailed in the Town Charter):

(5) TOWN CLERK.—The town manager shall appoint a town clerk or management firm to serve as town clerk (the “clerk”). The clerk shall give notice of council meetings to its members and the public, keep minutes of its proceedings, and perform such other duties as the council or town manager may prescribe from time to time. The clerk shall report to the town manager.

TOWN CLERK OPERATIONAL RESPONSIBILITIES:

- Administers records management and election procedures in accordance with State Statutes and Town Code of Ordinances; prepares and administers budget; attends Town Council meetings and approves minutes;
- Acts as the Town election official and coordinates all activities relating to the Election Process for all elections.
- Maintains Town records and provides records and documents to the public and staff; interprets State, County and Town rules and regulations for records management and election procedures; ensures all Town documents are processed pursuant to legal procedures; interprets state and Town laws, rules, and regulations regarding the functions of the office.
- Prepare Council Agenda for Regular Meetings, Special Meetings, Workshops and Committee Meeting Packets
- **Town Clerk or Town Staff Designee** attends all Town Council Regular Meetings, Special Meetings, Workshops and Committee Meetings to record and transcribe the minutes.
- Prepares and finalizes meeting minutes for Town Council approval
- Index final adopted version of the minutes of Council meetings.
- Records all meetings and uploads to the Town's website
- Index ordinances and resolutions
- Maintain index of agreements/contracts between Town and various entities or individuals.
- Answer telephone, correspondence and citizen inquiries regarding Town records or ordinances.
- Prepare proclamations and certificates.
- Prepare and transmit deeds to the Clerk of Court for recording in the public records of Palm Beach County.
- Prepare legal notices and advertisements as required Florida State Statutes

FINANCIAL MANAGEMENT

FINANCIAL MANAGEMENT OPERATIONAL RESPONSIBILITIES:

- Follows all statutory requirements in maintaining the proper municipal accounting and financial systems necessary for proper reporting and auditing. Provides professional advice to Town Council. **Will develop and implement a Financial Policies and Accounting Procedures and Control Manual**
- Oversees the posting and reconciliation of ledgers and accounts.
- Forecasts, estimates, and monitors the financial condition of the Town to assure the fiscal well being of the Town.
- Prepares annual department budget requests for submission to the Town Manager.
- Directs the preparation of state and federal financial reports.
- Maintains accounting and budgetary procedures.
- Prepares monthly and annual reports of financial activities.
- Processes all invoices and payments
- Manages all investments and operating bank accounts
- Prepare and transmit all information necessary for yearly audit

Special Note: It is mandatory that the Town of Loxahatchee Groves use an accounting software that specializes in Municipal Government Accounting

General

1. Attend Town Council meetings and Town committee meetings unless directed by the Town Council not to attend.
2. General communications with the public concerning services and constituent concerns
3. Lien request and code enforcement tasks
4. Notification and communication with utilities, government entities, and other parties related to the incorporation of the Town.
5. Any related communications related to local revenue and county agreements
6. Facilitate agreements with state county other government entities as necessary
7. Communications with the State department of revenue
8. Ongoing communication with tax collecting agencies
9. Identify and additional agreements with other entities that the Town should consider
10. Review revenue options.
11. Ongoing communications with Palm Beach County and its county government agencies providing services in Loxahatchee Groves.
12. Management and oversight of all contracts to assure the Town receives the services and products for which it is paying pursuant to such contracts.
13. Manage the follow up, and administer, Town ordinances and resolutions.

Finance and Risk Management

1. ~~Draft financial policies~~
2. ~~Draft procurement policy/manual~~
3. ~~Review accounting software~~
4. ~~Establish accounting procedures and controls~~
5. ~~Maintain a uniform accounting system and chart of accounts~~
6. ~~Manage receivables and cash receipting~~
7. ~~Manage general ledger bank reconciliation~~
8. ~~Manage cash management and investment policy~~
9. ~~Support auditor selection and auditor selection committee~~
10. ~~Develop asset management policies and procedures~~
11. ~~Maintain asset management system for the town~~
12. ~~Procure and manage insurance (i.e. liability, E & O, Etc.).~~

Clerical

1. ~~Support town clerk functions~~
2. ~~Clerical support and gathering information for all town functions~~
3. ~~Support to other contracted functions.~~
4. ~~Establish system for managing public records and complying with public records laws.~~
5. ~~Work toward codification and management of municipal costs~~
6. ~~Lien request and code enforcement related tasks~~
7. ~~Compose written and electronic communications of behalf of the Town~~

Other Activities in Support of the Town (As Assigned)

1. ~~Attend meetings on behalf of the town~~
2. ~~Web Site Information~~
3. ~~Grant Writing~~

EXHIBIT B

Request for Proposal, RFP No. 2009-003

Motion to adjourn the meeting was made by Nancy Handweg and seconded by Ryan Liang The motion passed 3-0. The meeting was adjourned at 7:40 p.m.

ATTEST:


Matthew Lippman, Town Clerk